RP-2026-442621
11/03/2026 ER $109.00

DECLARATION OF

RESTRICTIVE COVENANTS FOR THE

ENCLAVE AT NEWPORT

STATE OF TEXAS §

COUNTY OF HARRIS §

This Declaration of the Restrictive Covenants for the Enclave at Newport (the "Deed Restrictions") is adopted by DAVIDSON HOMES, LLC, an Alabama limited liability company (the "**Developer**" and the "**Declarant**"), on the date set forth below to be effective upon recordation with the County Clerk of Harris County, Texas.

I.

Recitals

WHEREAS, the Developer and DRP Multistate D LLC, a Delaware limited liability company ("DREP"), are the current owners, and Developer, acting as Declarant, is the developer of certain property in Harris County, Texas (the "County") that will be platted into a subdivision known as Enclave at Newport, commonly referred to as the Enclave at Newport, as described and defined by the metes and bounds property descriptions in **Exhibit A**, and incorporated herein by reference (the "Property");

WHEREAS, Developer has the right to acquire the Lots (or remaining lots, as applicable) owned by DREP, subject to Developer's compliance with the terms and conditions of that certain Option Agreement entered into by and between Developer and DREP; and

WHEREAS, Declarant desires to subject the Property to this Declaration so as to provide and adopt a uniform plan of development, improvement and sale of the Property including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of this land for the enjoyment of the Property as a residential and commercial subdivision for the benefit of this land and each owner of any part of this land.

II.

Basic Information

The following basic information applies to the Deed Restrictions:

Declarant: Davidson Homes, LLC ("**Davidson**")

RP-2026-442621

Declarant's Address:	24275 Katy Freeway, Suite 225 Katy, Texas 77494
Association:	The New Property Owner's Association of Newport, Inc., a Texas non-profit corporation
Association Address:	2102 Country Club Dr., Crosby, Texas 77532
Property:	Enclave at Newport Subdivision, commonly referred to as the Enclave at Newport (the "**Subdivision**"), a subdivision in Harris County, Texas, containing certain residential lots ("Lots") according to the map or plat thereof recorded or to be recorded in the Map Records of Harris County, Texas.

III.

Definitions

"ACC" means the Architectural Control Committee established in these Deed Restrictions.

"Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under these Deed Restrictions.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. The Declarant may convey all or a portion of the Common Area to the Association at any time. The Common Area specifically includes Reserves "A," "B," "D," and "E," in Block 1 and Reserve "C" in Block 2, as defined on the Plat.

"Covenants" means the covenants, conditions and restriction contained in these Deed Restrictions.

"Declarant" means DAVIDSON HOMES, LLC, an Alabama limited liability company, and any successor that acquires all unimproved Lots owned by the Declarant and is named as a successor in a recorded document; provided any assignment of the rights of Declarant shall require written approval by DREP in the event that DREP is then an Owner. In the event of the termination of the Option Agreement, DREP shall have the right, but not the obligation, to automatically assume the title of the Declarant upon DREP's recording of a document evidencing such

RP-2026-442621

termination of the Option Agreement. The document to be recorded shall specify the date of the termination of the Option Agreement as the date of such assignment to DREP, and DREP shall assume no liability that may be imposed upon the Declarant prior to such date. Developer agrees to indemnify and hold DREP harmless for its actions/inactions as Declarant prior to such date.

"Easements" means easements within the Property for utilities, drainage and other purposes as shown on the Plat or of record.

"Governing Documents" means the Plat and these Deed Restrictions and the Bylaws, rules of the Association and standards of the ACC, as such items may be amended from time to time.

"Lot" means each of the residential lots in the Subdivision that are shown on the Plat of Enclave at Newport; a subdivision in Harris County, Texas, according to the map or plat thereof to be recorded in Harris County.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat(s) of the Property to be recorded in the Map Records of Harris County, Texas, and any replat of or amendment to the Plat made in accordance with applicable law and any requirements set forth in these Deed Restrictions.

"Residence" means a detached building designed for and used as a dwelling for a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, marriage, or civil union in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding or recreational or playground equipment.

"Vehicle" means any automobile, passenger truck, motorcycle, boat, trailer or other wheeled conveyance, whether self-propelled or towed.

IV.

Restrictive Covenants

A. Imposition of Covenants.

1. Declarant hereby imposes these Covenants on the Subdivision. By their acceptance of their deeds, leases or occupancy of any Lot, all Owners and other occupants of the Lots agree that the Subdivision is subject to these Covenants.

RP-2026-442621

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject them to a fine, an action for sums due to the Association, damages, and/or injunctive relief.

B. The Plat and Easements.

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot located in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities.

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family. Use of the Lots is restricted to detached single-family homes.

2. *Prohibited Activities.* The following activities are prohibited on a Lot:

   a. any activity that is otherwise prohibited by the Governing Documents;

   b. any illegal activity;

   c. any nuisance or noxious or offensive activity;

   d. any activity that is an annoyance;

   e. any dumping of rubbish;

   f. any storage of:

RP-2026-442621

i. building materials except during the construction or renovation of a Residence or a Structure;

ii. Vehicles except in a garage or Structure, or operable automobiles or passenger trucks on a driveway;

iii. unsightly objects unless completely shielded by a Structure; or

iv. trash containers in a location that is visible from the street except from 6:00 p.m. the evening before the scheduled day for trash pick-up until the end the day on the scheduled day of trash pick-up.

g. any exploration for or extraction of minerals;

h. any keeping or raising of animals, livestock, or poultry, except for up to three domesticated household pets such as dogs and cats shall be permitted. All pets shall be confined to a fenced yard or kept within the Residence. When walking dogs in the Subdivision, Owners shall be required to keep their dogs leashed at all times and clean-up any animal waste deposited by the animal(s);

i. any commercial or professional activity except reasonable home office use. The Board shall be authorized to determine whether any home office use is reasonable;

j. the renting of a portion of a Residence;

k. the drying of clothes in a manner that is visible from the street;

l. the display of any sign except:

i. one sign of not more than four square feet, advertising the Lot for sale or rent;

ii. political signage not prohibited by law or the Governing Documents;

iii. a permanent monument sign at the entrance to the Subdivision installed and landscaped by Declarant; provided such design has been approved by the ACC.

RP-2026-442621

m. installing of a mobile home, manufactured home, manufactured housing, motor home or house trailer on a Lot except for one temporary construction trailer per builder during time of new home construction;

n. moving a previously constructed house onto a Lot;

o. interfering with natural or preexisting drainage patterns without ACC approval;

p. hunting and shooting;

q. occupying a Structure other than the Residence; or

r. except to the extent they are kept inside a Garage and are not visible from the street, commercial vehicles (i.e. vehicles that exceed one (1) ton capacity or that have been modified for commercial use; such modifications may include, but are not limited to, business signage, removal of passenger seating, installation of storage for tools or other trade items, or any other conversions that limit the vehicles ability to transport passengers) are prohibited in the Subdivision; provided, however, that this restriction does not apply (i) to commercial vehicles that are providing services to an Owner (e.g., moving, tree trimming, deliveries, plumbing, etc.) between the hours of 8:00 a.m. and 8:00 p.m., or (ii) during the initial construction of a Residence on a Lot.

D. Construction and Maintenance Standards.

1. *Lots.*

a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.

b. *Re-subdivision Prohibited.* No Lot may be subdivided.

c. *Easements.* No easement in a Lot may be granted without ACC approval. Declarant is specifically excluded from this restriction and shall have the exclusive right to grant easements upon, under, or across any Lots owned by Declarant without prior ACC approval.

d. *Maintenance.* Each Owner must keep the Lot, all landscaping on the Lot, the Residence and all Structures in a neat, well-maintained and attractive condition.

RP-2026-442621

2. *Residences and Structures.*

a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.

b. *Maximum Height.* The maximum height of a Residence is two stories.

c. *Required Area.* Except as set forth below, the total area of a Residence, exclusive of porches, garages, or carports, must be at least one thousand three hundred eighty (1,380) square feet. Two-story residence shall have a minimum square footage of nine hundred (900) square feet, exclusive of porches, garages or carports on the first floor of the Residence.

d. *Location on Lot.* No Residence or Structure may be located in violation of the set back lines shown on the Plat. Each Residence must face the front Lot line. All Structures must be located behind the front wall of the Residence. All outbuildings, except garages, shall not be visible from any street.

e. *Side Build Line.* Side Build Lines unless shown on the recorded plat shall be at least five (5) feet from the property line.

f. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway.

g. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within thirty (30) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within thirty (30) days and the Lot restored to a clean and attractive condition.

h. *Fence, Walls and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC.

i. *Antennae.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back set back line of any Lot.

j. *Flagpoles.* No flagpoles may be permanently placed on any Lot unless previously approved by the ACC. Flag poles used for builder model homes during selling period are specifically excluded from this clause, provided

RP-2026-442621

that they are immediately removed upon conversion of the model home to a single family residence to be occupied by an Owner.

k. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.

l. *Sidewalks.* When the Residence is constructed, the Lot must be improved with sidewalks connecting the sidewalks on adjacent Lots. Each lot owner is responsible for maintaining the sidewalk along their lot line(s) in good order and repair.

m. *Landscaping.* Landscaping must be installed by the builder prior to occupancy. The minimum landscaping in the front yard shall include one 65-gallon yard tree species at least three inches (3.0") in circumference as measured 12" above grade, one 15-gallon vertical accent tree, ten 5-gallon evergreen shrubs, ten 5-gallon flowering shrubs, and fifteen 1-gallon small groundcover and any other items specified in the standards of the ACC. Occupants are prohibited from removing trees without the consent of the ACC.

An area of open space is required at all corner lots where intersections occur. These intersections shall be unobstructed to permit pedestrian and vehicular view when near an intersection. No trees or other potentially opaque landscaping is permitted in this area.

n. *"Good Neighbor" Fencing between Lots.* The fencing shall be six-foot by six-inch (6' x 6") cedar pickets constructed with six foot by six foot (6' x 6') alternating panels facing each Lot. This provision is intended to apply (i) to all side fences that separate Lots in the Subdivision, and (ii) to the rear fences that separate Lots in the Subdivision. Lots which back up to reserves or easements and are otherwise considered viewable by the public shall have a fence with the "good side out" and the outside facing the street and/or reserves shall be stained with the color approved by ACC, where all posts and cross-beams are viewed from the interior on the Lot. Each Owner shall be obligated to maintain and replace wooden fencing on the common boundary line between their respective Lots.

o. *Subdivision Fencing.* The fencing that separates Reserve B, Block 1 from the residences adjacent to South Diamondhead and the fence that faced South Diamondhead on the side of Lot 44, Block 1, in addition to being backyard fences of those residences (or in the case of Lot 44, Block 1, side fence) also make up a perimeter fence for the entire subdivision. It is the responsibility of each owner to maintain the fence in an attractive manner and replace it as necessary. In the absence of the owner(s) maintaining the

RP-2026-442621

fence, in accordance with these restrictions, the Association may elect to assess Special Assessments against the owner(s) of the fence for the purpose of maintaining the fence in an attractive manner and replacing it as necessary.

3. *Building Materials for Residences and Structures.*

a. *Roofs.* Only three-dimensional composition asphalt shingles with a minimum of thirty (30) year life may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof color.

Buildings will be constructed with a roof pitch of a minimum of 8:12 front view and 6:12 side view on all one-story houses. On two story houses, the ACC Committee may agree to certain plans with 6:12 front views in their sole discretion.

Hip roofs are permitted without gables.

b. *Air Conditioning.* Window or wall type air conditioners may not be used in a Residence.

c. *Exterior Walls.* Unless otherwise approved by the ACC, the front and side facades of all Residences must have an exterior finish that is at least (i) 75% masonry (stone, brick and/or stucco) for the for one-story homes and (ii) 100% masonry for two-story homes, including any exposed foundation but excluding windows and doors. The rear facade of the Residence, except for those lots adjacent to South Diamondhead, and the second story of the Residence, if any, may have an exterior finish of hardiplank or other material approved by the ACC. For lots along South Diamondhead, two-story houses must have 100% masonry.

d. *Repetition of Elevation.*

1. If a house plan is to be repeated on the same side of the street with the same front elevation design, it must not occur more frequently than every fourth consecutive lot. Thus, at least three different homes must occur between the next repeated front elevation. Brick and paint color must also be different.
2. If a house plan is to be repeated on the opposite side of the street with the same front elevation design, it must not occur more frequently than every third consecutive lot. Thus, at least two different homes must occur between the next repeated front elevation. Brick and paint color must also be different.

RP-2026-442621

3. The same brick and paint color of a house may not repeat on adjacent lots, whether beside each other on the same side of the street, or the house directly across the street. These adjacent homes must have different brick and paint colors, regardless of meeting plan and elevation separation rules.

PLAN SPACING AND REPETITION									
Elevation	**Street Side**	**Number of Full Lots between Same Floor Plan**							
		40'	**45'**	**50'**	**55'**	**60'**	**65'**	**70'**	**75'**
Same	**Same**	3	3	3	3	3	3	3	3
Different	**Same**	1	2	2	2	2	2	2	2
Same	**Opposite**	2	2	2	2	2	2	2	2
Different	**Opposite**	1	2	2	2	2	2	2	2

e. *Color Changes.* No material change to the color of the exterior walls, trim, or roof or a Residence will be permitted, unless otherwise approved by the ACC.

f. *Driveways and Sidewalks.* All driveways and sidewalks must be re-enforced and surfaced with concrete as required in the ACC Guidelines, unless otherwise approved by the ACC. Driveways and sidewalks may not be surfaced with dirt, gravel, shell or crushed rock.

g. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

E. Association.

1. *Establishment and Governance.* The Association is an active nonprofit corporation in the State of Texas that is governed by the Bylaws. The Association has the powers of a non-profit corporation and a property owner's association under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. *Rules.* The Board may adopt rules and guidelines that do not conflict with law or the other Governing Documents. Upon request, Owners will be provided a copy of the rules and/or guidelines.

RP-2026-442621

3. *Membership and Voting Rights.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has one class of voting Members:

a. Class A. Class Members are all Owners, including Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

4. *Other Sections and Subdivisions Also Governed by the Association.* Notwithstanding any provision of these Deed Restrictions apparently to the contrary, the Association is expected to also serve as the homeowners' association for certain other adjacent and nearby neighborhoods (collectively, the "Newport Subdivision") that are served by a single Board and all have access to certain common amenities (the "Neighborhood Amenities"). Voting for the Board shall be handled in accordance with the Bylaws; and in this regard, a single election may take place to elect one Board to simultaneously serve for all neighborhoods of the Newport Subdivision.

5. *Use of Neighborhood Amenities.* The Owners shall be entitled to use the Neighborhood Amenities and shall have the same rights and obligations with respect such usage as are then held by residents of the other Newport Subdivisions.

F. ACC.

1. *Establishment.*

a. ***Purpose.*** **The ACC is established as a committee of the Association to assist the Association in assuring that** all **Residences, Structures and landscaping** within the Subdivision are aesthetically compatible and conform to the Governing Documents.

b. *Members.* The ACC consists of at least five persons appointed by the Board. The Board may remove or replace an ACC member at any time.

c. *Term.* ACC members serve for one (1) year and may be reappointed or replaced by the Board as provided in the By-laws.

d. *Standards.* Subject to Board approval, the ACC may adopt guidelines that do not conflict with the other Governing Documents to carry out its purpose. Upon request, Owners will be provided with a copy of any guidelines.

e. *Variances.* The ACC shall have the power to and may grant all reasonable variances and adjustments to the restrictions set forth in these Deed Restrictions or the plat in order to overcome practical difficulties and to

RP-2026-442621

prevent unnecessary hardships in the application of the restrictions contained herein; provided however, that such is done in conformity with the intent and purposes hereof; and, provided further, that in every instance such variances and adjustments may not be materially detrimental or injurious to other property, improvements or the owners thereof. Such variances and adjustments as may be granted hereunder may include, without limitation, the height, size and building set back restrictions as set forth herein or on the Plat.

Plan Review.

a. 35' Plans are subject to master approval by the ACC.

b. Provided the home being built is from the 35' SFD Product, other than the form survey, no further review of plot plans from Builder is required by the ACC.

c. The builder will be permitted to submit other floor plans of its choosing for approval by the ACC at any time prior to commencement of construction.

2. *No Liability.* The Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. Assessments.

1. *Authority.* The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments, costs, late charges, interest and reasonable attorney's fees are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments. Any attorney's fees that are also incurred by the Association as a result of deed restriction violations are also secured by a continuing vendor's lien on each Lot, which is reserved by the Declarant and assigned to the Association.

RP-2026-442621

4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by the Declarant, and consequently, the Declarant is not obligated to pay Assessments or fines. However, a transfer fee will be due to the Association upon approval and recordation of the Plat.

5. *Regular Assessments.*

   a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. Until changed by the Board, the Regular Assessment is $65.00 per month per Lot.

   b. ***Changes to Regular Assessment.*** **Regular Assessments may be changed annually by the Board. Written notice of the Regular** Assessment will be sent to every Owner at least thirty (30) days before its effective date.

6. *Collections.* Regular Assessments will be collected monthly in advance, payable on the first day of the month and on the same day of each succeeding month of each year. Assessments on lots will begin when transferred by Declarant to a builder.

7. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area, or for any other purpose benefiting the Subdivision but requiring funds exceeding that available from the Regular Assessments. Written notice of the terms of the Special Assessment will be sent to every Owner. Notwithstanding the foregoing, no Special Assessment shall be made or sought without the prior approval of the Declarant until such time as the Declarant no longer owns any Lots in the Subdivision.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law. The amount of the fine will be determined by the Board.

9. *Subordination of the Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to any purchase money lien granted by an Owner against a Lot. The foreclosure of the superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessment.* No proceedings for enforcement shall be filed on any account within one hundred sixty (160)) days of the delinquency.

RP-2026-442621

11. *Financial Obligations.* Until such time as the Option Agreement is terminated in accordance with the process provided herein, Developer shall remain liable for all costs, fees and expenses imposed upon Declarant pursuant to the terms of the Declaration (and Developer agrees to indemnify and hold DREP harmless for any liability for all costs, fees and expenses actions/inactions as Declarant prior to such date). Such financial obligation shall include, but not be limited to, the timely payment of: (a) any and all assessments, special assessments, taxes and other sums that may be imposed on all Lots by the applicable governmental authorities; and (b) any and all association reserves required pursuant to the terms and pursuant to the terms of the Declaration. As to the Lots owned by DREP, Developer shall have no further financial obligation upon termination of the Option Agreement.

H. Remedial Rights.

1. *Late Charges and Interest.* A late charge of $5.00 per month is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of six percent (6) per annum. The Board may change the late fee and interest rate.

2. *Costs, Attorney's Fees and Expenses.* The Owner is liable to the Association for all costs and reasonable attorney fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents, which include deed restriction violations.

3. *Non-Judicial Foreclosure of Lien.* The Association may foreclose the Association's lien against a Lot by power of sale if and to the extent permitted by law. The Association may designate a person to act as trustee or otherwise to exercise the power of sale on behalf of the Association.

4. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, and/or enforce and/or enjoin a violation of the Governing Documents.

5. *Suspension of Other Rights.* If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

6. *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner, or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

7. *Association's Right to Cure.* The Association shall have the right, but not the obligation, to cure an Owner's violation of these Deed Restrictions. Prior to curing any violation, the Association shall provide the Owner at least thirty (30) days written notice

RP-2026-442621

of, (i) the violation, (ii) the Association's intention to cure the violation on the Owner's behalf, and (iii) notice of the Owner's right to have a hearing before the Board. Except as provided below, the Association's right to cure shall accrue upon the expiration of such thirty (30) days or, in those instances where an Owner requests a hearing and the result of the hearing is a finding that a violation exists, upon the Board providing notice of its decision. Any funds spent by the Association in exercising its right to cure shall be reimbursed to the Association by the applicable Owner and shall be considered "costs" secured by the Association's lien (as referenced in Section G, Paragraph 3 of these Deed Restrictions). The Association shall have a right to access an Owner's Lot (and any Residence or Structure built on such Lot) for the purpose of exercising its cure rights under this Paragraph 7. All amounts reimbursable to the Association by an Owner under this Paragraph 7 shall accrue interest at ten percent (10%) per annum. Violations for failure to keep grass cut to an acceptable length are subject to this provision, except that the notice to the Owner shall inform the Owner that despite the right to request a hearing within thirty (30) days, the Association shall have the right to enter their Lot and cut the grass should the condition continue to exist after the expiration of ten (10) days from the date of the notice. The costs for any lawn cutting services will not be charged to the Owner unless no hearing is requested or the outcome of a hearing is a finding that the condition was a restriction violation. Notwithstanding the foregoing, the Association's right to cure shall not apply to Lots owned by the Declarant.

I. Common Area.

1. *Common Area Easements.* Upon the Declarant's conveyance of the Common Area to the Association, each Owner shall have an easement in and to the Common Area, subject to the usage restrictions set forth on the Plat and the right of the Association to:

a. Charge a reasonable admission and other fees for the use of recreational facilities situated on the Common Area (if any). If an Owner does not pay these fees, the Owner may not use the recreational facilities.

b. Suspend an Owner's rights under the Governing Documents.

c. Grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes.

d. Dedicate or convey any of the Common Area for public purposes, upon approval by a vote of two-thirds of the Directors at a meeting in accordance with the Bylaws.

Prior to the Declarant's conveyance of the Common Area to the Association, the Declarant may grant an easement over the Common Area for utility, drainage, or other purposes and/or dedicate or convey any of the Common Area for public purposes with the written consent of the Board, provided such consent shall not be unreasonably withheld.

RP-2026-442621

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb any Common Area except as approved by the Board.

J. General Provisions.

1. *Term.* These Deed Restrictions run with the land and are binding in perpetuity.

2. *No Waiver.* Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.

3. *Corrections.* The Declarant may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in these Deed Restrictions, provided that any correction must not impair or affect a vested right of any Owner.

4. *Amendment.* The Declaration may be amended at any time (i) by Declarant, with the written approval of DREP; or (ii) by vote of seventy-five percent (75%) of the owners of the Lots. An instrument containing the approved amendment must be signed by the approving Owners and recorded.

5. *Conflict.* These Deed Restrictions control over any other Governing Documents.

6. *Severability.* The provisions of these Deed Restrictions are severable. If any provision of these Deed Restriction is invalidated or declared unenforceable, the other provisions remain valid and enforceable.

7. *Notice.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to: (1) an Owner at the Owner's last known address according to the Association's records, and (2) the Association, the Board, the ACC, or a managing agent, at the Association's principal office, or another address designated in a notice to the Owners. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient. It is the Owner's responsibility to notify the Association of any change to their mailing address.

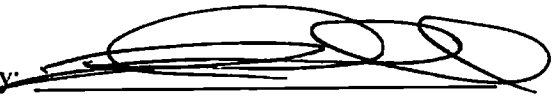
[SIGNATURE PAGES FOLLOW]

RP-2026-442621

IN WITNESS WHEREOF, the undersigned. being the Declarant herein, has hereunto set its hand and seal this 7 day of October, 2026.

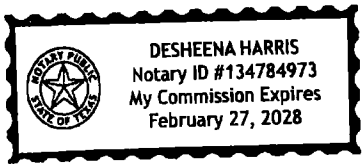
Developer and Declarant:

DAVIDSON HOMES, LLC,
an Alabama limited liability company

By: 
Name: Mark Eubanks
Title: Division President

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument is acknowledged before me on the 7 day of October, 2026, by Mark Eubanks, Division President of Davidson Homes, LLC, an Alabama limited liability company, on behalf of said company.



Desheena Harris
Notary Public

RP-2026-442621

Agreed and acknowledged:

DRP MULTISTATE D, LLC,
a Delaware limited liability company

By: DRP Holdco 3, LLC
Its: Sole Member

DW General Partner, LLC
Its: Manager

By: _____
Name: Houdin Honarvar
Its: Authorized Signatory

THE STATE OF NEW YORK §
§
COUNTY OF NEW YORK §

The foregoing instrument was acknowledged before me by on October 8, 2026, by Houdin Honarvar, as Authorized Signatory of DW General Partner, LLC, as Manager of DRP Holdco 3 LLC, as Sole Member of DRP Multistate D, LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public in and for the
State of New York

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CI0026551
Qualified in Nassau County
My Commission Expires 7-5-2028

Josephine G. Cimino
Printed or Typed Name of Notary

RP-2026-442621

Agreed and acknowledged:

The New Property Owner's Association
of Newport, Inc., a Texas non-profit corporation

By: _____
Name: Jeff Stilwell
Title: President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was executed before me on the 22nd day of October, 2026, by Jeff Stilwell, President of The New Property Owner's Association of Newport, Inc., a Texas non-profit corporation, on its behalf.

TERESA PLATT
Notary ID #126103919
My Commission Expires
June 23, 2027

Notary Public, State of Texas

RP-2026-442621

RP-2026-442621

EXHIBIT A

The Property

SURFACE ESTATE ONLY OF A TRACT OR PARCEL CONTAINING 20.785 ACRES OR 905,399 SQUARE FEET OF LAND SITUATED IN THE HUMPHREY JACKSON LEAGUE, ABSTRACT NO. 37, HARRIS COUNTY, TEXAS, BEING OUT UNRESTRICTED RESERVE "A" NEWPORT VILLAGES, MAP OR PLAT THEREOF RECORDED IN FILM CODE (F.C.) NO. 664144, HARRIS COUNTY MAP RECORDS (H.C.MR.), AND ALL OF A CALLED 20.785 ACRE TRACT OF LAND DESCRIBED IN DEED TO ROCHESTER DEVELOPMENT, LLC., AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. RP-2021-119984, WITH SAID 20.785 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASEDON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTH RIGHT- OF-WAY (R.O.W.) LINE OF SOUTH DIAMONDHEAD BOULEVARD (100' R.O.W.), RECORDED IN VOLUME (VOL.) 190, PAGE (PG.) 105, H.C.M.R., MARKING THE COMMON NORTH CORNER OF SAID UNRESTRICTED RESERVE "A" AND RESTRICTED RESERVE "A" BLOCK I EMERGENCY SERVICES DISTRICT 80 STATION NO. 2, MAP OR PLAT THEREOF RECORDED IN F.C. NO. 634057, H.C.M.R., SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 06 DEG. 20 MIN. 44 SEC. EAST, ALONG THE COMMON LINE OF SAID UNRESTRICTED
RESERVE "A" AND SAID RESTRICTED RESERVE "A", A DISTANCE OF 756.75 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH LINE OF A EASEMENT TRACT (TRACT 2) DESCRIBED IN DEED TO LDG NEWPORT VILLAGE, LP, RECORDED IN H.C.C.F. NO. 20140231821, MARKING THE COMMON SOUTH CORNER OF SAID UNRESTRICTED RESERVE "A" AND SAID RESTRICTED RESERVE "A", SAME BEING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID UNRESTRICTED RESERVE "A", THE FOLLOWING COURSES AND DISTANCES;

SOUTH 86 DEG. 56 MIN. 36 SEC. WEST, ALONG THE NORTH LINE OF SAID EASEMENT TRACT, A DISTANCE OF 179.75 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 5/8 INCH IRON ROD STAMPED "CEI 5127" FOUND BEARS FOR REFERENCE SOUTH 03 DEG. 59 MIN. EAST-0.54 FEET;

SOUTH 03 DEG. 03 MIN. 24 SEC. EAST, ALONG THE WEST LINE OF SAID EASEMENT TRACT, A DISTANCE OF 60.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH LINE OF A CALLED 10.0000 ACRE TRACT OF LAND DESCRIBED IN DEED TO LDG NEWPORT VILLAGE, LP, RECORDED IN H.C.C.R NO. 20140231821, MARKING THE SOUTHWEST CORNER OF SAID EASEMENT TRACT AND AN SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 86 DEG. 56 MIN. 36 SEC. WEST, ALONG THE NORTH LINE OF SAID 10.0000 ACRE TRACT, A DISTANCE OF 877.46 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "CEI" FOUND MARKING THE NORTHWEST CORNER OF SAID 10.0000 ACRE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 03 DEG. 03 MIN. 24 SEC. EAST, ALONG THE WEST LINE OF SAID 10.0000 ACRE TRACT, A DISTANCE OF 445.64 FEET TO A CALLED 5/8 INCH IRON ROD STAMPED "MILLER" FOUND ON THE COMMON LINE OF SAID UNRESTRICTED RESERVE "A" AND LOT 1, BLOCK 5 CROSBY TOWNSITE, MAP OR PLAT THEREOF RECORDED IN VOL. 7, PG. 26, H.C.M.R, MARKING THE SOUTHEAST CORNER OF SAID 10.0000 ACRE TRACT AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 86 DEG. 56 MIN.36 SEC. WEST, ALONG THE SAID COMMON LINE, A DISTANCE OF 163.53 FEET TO THE SOUTHEAST CORNER OF RESTRICTED RESERVE "F", NEWPORT SEC 9, MAP OR PLAT THEREOF RECORDED IN F.C. NO. 681115, H.C.M.R., SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, MEANDERING ALONG A DITCH AND ALONG THE EASTERLY LINE OF SAID RESTRICTED RESERVE "F" THE FOLLOWING COURSES AND DISTANCES;

NORTH 21 DEG. 23 MIN. 59 SEC. EAST, A DISTANCE OF 32.17 FEET TO A POINT FOR CORNER;

NORTH 53 DEG. 11 MIN. 45 SEC. EAST, A DISTANCE OF 52.12 FEET TO A POINT FOR CORNER;

NORTH 47 DEG. 36 MIN. 59 SEC. EAST, A DISTANCE OF 34.52 FEET TO A POINT FOR CORNER;

NORTH 07 DEG. 28 MIN. 33 SEC. EAST, A DISTANCE OF 22.67 FEET TO A POINT FOR CORNER;

NORTH 31 DEG. 13 MIN. 10 SEC. WEST, A DISTANCE OF 23.30 FEET TO A POINT FOR CORNER;

NORTH 21 DEG. 04 MIN. 13 SEC. WEST, A DISTANCE OF 19.67 FEET TO A POINT FOR CORNER;

NORTH 28 DEG. 46 MIN. 27 SEC. EAST, A DISTANCE OF 19.29 FEET TO A POINT FOR CORNER;

NORTH 61 DEG. 38 MIN. 20 SEC. EAST, A DISTANCE OF 10.67 FEET TO A POINT FOR CORNER;

NORTH 81 DEG. 46 MIN. 13 SEC. EAST, A DISTANCE OF 30.27 FEET TO A POINT FOR CORNER;

NORTH 45 DEG. 32 MIN. 44 SEC. EAST, A DISTANCE OF 19.35 FEET TO A POINT FOR CORNER;

NORTH 13 DEG. 44 MIN. 22 SEC. EAST, A DISTANCE OF 13.96 FEET TO A POINT FOR CORNER;

NORTH 03 DEG. 58 MIN. 36 SEC. WEST, A DISTANCE OF 16.07 FEET TO A POINT FOR CORNER;

NORTH 13 DEG. 15 MIN. 31 SEC. WEST, A DISTANCE OF 12.48 FEET TO A POINT FOR CORNER;

NORTH 04 DEG. 51 MIN. 38 SEC. WEST, A DISTANCE OF 34.76 FEET TO A POINT FOR CORNER;

NORTH 03 DEG. 53 MIN. 57 SEC. EAST, A DISTANCE OF 32.83 FEET TO A POINT FOR CORNER;

NORTH 06 DEG. 49 MIN. 04 SEC. EAST, A DISTANCE OF 32.22 FEET TO A POINT FOR CORNER;

NORTH 05 DEG. 18 MIN. 03 SEC. EAST, A DISTANCE OF 24.47 FEET TO A POINT FOR CORNER;

NORTH 17 DEG. 55 MIN. 47 SEC. WEST, A DISTANCE OF 10.55 FEET TO A POINT FOR CORNER;

NORTH 74 DEG. 16 MIN. 35 SEC. WEST, A DISTANCE OF 11.76 FEET TO A POINT FOR CORNER;

SOUTH 86 DEG. 28 MIN. 52 SEC. WEST, A DISTANCE OF 31.64 FEET TO A POINT FOR CORNER;

NORTH 89 DEG. 38 MIN. 24 SEC. WEST, A DISTANCE OF 30.70 FEET TO A POINT FOR CORNER;

RP-2026-442621

NORTH 69 DEG. 00 MIN. 50 SEC. WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 35 DEG. 25 MIN. 38 SEC. WEST, A DISTANCE OF 7.34 FEET TO A POINT FOR CORNER;

NORTH 41 DEG. 47 MIN. 49 SEC. WEST, A DISTANCE OF 44.08 FEET TO A POINT FOR CORNER;

NORTH 49 DEG. 34 MIN. 05 SEC. WEST, A DISTANCE OF 58.06 FEET TO A POINT FOR CORNER;

THENCE, NORTH 22 DEG. 46 MIN. 34 SEC. EAST, ALONG THE COMMON LINE OF SAID UNRESTRICTED RESERVE "A", RESTRICTED RESERVE "A" HARVEST TIME CHURCH OF GOD SUBDIVISION, MAP OR PLAT THEREOF RECORDED IN F.C. NO. 393125, H.C.M.R., AND RESTRICTED RESERVE "A" CROSBY DEVELOPMENT, MAP OR PLAT THEREOF RECORDED IN F.C. NO. 557274, H.C.M.R., A DISTANCE OF 220.58 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID RESTRICTED RESERVE "A" HARVEST TIME CHURCH OF GOD SUBDIVISION AND RESTRICTED RESERVE "A" CROSBY DEVELOPMENT, AND CONTINUING FOR A TOTAL DISTANCE OF 958.62 FEET TO A 1/2 INCH IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID RESTRICTED RESERVE "A" CROSBY DEVELOPMENT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 67 DEG. 12 MIN. 00 SEC. WEST, ALONG THE COMMON LINE OF SAID RESTRICTED RESERVE "A" CROSBY DEVELOPMENT AND SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 87.25 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF SOUTH DIAMONDHEAD BOULEVARD, SAME BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, A NORTHEAST CORNER OF SAID RESTRICTED RESERVE "A", CROSBY DEVELOPMENT, THE NORTHWEST CORNER OF THE SAID UNRESTRICTED RESERVE "A" AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 1/2 INCH IRON ROD STAMPED "BHA" FOUND ON BEARS FOR REFERENCE SOUTH 50 DEG. 22 MIN. EAST- 0.77 FEET;

THENCE, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 07 DEG. 43 MIN. 16 SEC., AN ARC LENGTH OF 262.78 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 86 DEG. 08 MIN. 22 SEC. EAST -262.58 FEET TO A POINT OF TANGENCY, FROM WHICH A 5/8 INCH IRON ROD (BENT) BEARS FOR REFERENCE NORTH 00 DEG. 07 MIN. EAST-0.30 FEET;

THENCE, NORTH 90 DEG. 00 MIN. 00 SEC. EAST, CONTINUING ALONG THE SOUTH R.O.W. LINE OF SOUTH DIAMONDHEAD BOULEVARD, A DISTANCE OF 120.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A POINT OF CURVATURE; THENCE, CONTINUING ALONG THE SOUTH R.O.W. LINE OF SOUTH DIAMONDHEAD BOULEVARD AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,950.00 FEET, A CENTRAL ANGLE OF 11 DEG. 46 MIN. 25 SEC., AN ARC LENGTH OF 400.70 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 84 DEG. 06 MIN. 48 SEC. EAST - 400.00 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "CEI" FOUND FOR A POINT OF TANGENCY;

THENCE, SOUTH 78 DEG. 13 MIN. 35 SEC. EAST, A DISTANCE OF 77.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.785 ACRES OR 905,399 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 55697, PREPARED BY WINDROSE LAND SERVICES.

RP-2026-442621

RP-2026-442621

Pages 23

11/03/2026 08:32 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees $109.00

RP-2026-442621

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS